

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and the University of Vermont (hereafter called the "Contractor") that the personal services contract on the subject of developing and managing the Blueprint for Health annual conference, effective October 29, 2014, is hereby amended effective August 30, 2015, as follows:

- 1. By deleting Section 3 (Maximum Amount) on page 1 of 15 of the base agreement, and substituting in lieu thereof the following Section 3:**

3. Maximum Amount. In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$32,000.00**

- 2. By deleting Section 4 (Contract Term) on page 1 of 15 of the base agreement, and substituting in lieu thereof the following Section 4:**

4. Contract Term. The period of the Contractor's performance shall begin on October 29, 2014 and end on October 31, 2016. This contract may be renewed for an additional one (1), one (1) year terms beyond the original term of this contracts as agreed by both parties.

- 3. By deleting Section 8 (Contact Persons for this Award) on page 1 of 15, and substituting in lieu thereof the following Section 8:**

The contacts for this award are as follows:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Natalie Elvidge	Miki Hazard	Jennifer Gagnon
Phone #:	802-879-7956	802-654-8932	802-656-3360
E-mail:	Natalie.Elvidge@vermont.gov	Miki.Hazard@vermont.gov	SPA@uvm.edu

- 4. By adding to Section 8 (Contacts for this Award) on page 1 of 15 the following:**

NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	Jennifer Gagnon
Address	312 Hurricane Lane, Suite 201 Williston, VT 05495	340 Waterman Building 85 South Prospect Street Burlington, Vermont 05405-0160
Email	Howard.Pallotta@vermont.gov	SPA@uvm.edu

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

- 5. By deleting Attachment A (Specifications of Work to be Performed) in its entirety starting on page 3 of 15 of the base agreement, and substituting in lieu thereof the following Attachment A:**

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor will conduct a conference to enhance awareness of the Blueprint for Health through the University of Vermont's Continuing Medical Education Program (UVM CME). The Contractor will coordinate this activity with input from the State. The State will choose the speakers for this event. The Contractor will assume responsibility for all arrangements and costs for the conference. For the term of this agreement, the Contractor will arrange all aspects of the annual Blueprint for Health conference.

- 1) The Contractor shall provide a location/venue for the conference and propose potential available dates to the State for approval no later than January 1, 2016. Once a date is selected and confirmed, if the State requires an alternate date in the event that chosen speakers are not available on the original date or another such issue arises that necessitates a date change, then the State will assume responsibility for cancellation fees which may be assessed by the venue and understands that availability of dates may be reduced. The Contractor will procure the location and venue using the Contractor's procurement policies. The State will have veto authority over the location and venue.
- 2) By November 30, 2015, the State and the Contractor shall have met to set out a project plan for the upcoming conference. Both parties shall work collaboratively to adhere to the Contract Deliverables Timeline (pages 5 and 6) as closely as possible.
- 3) By January 15, 2016, the Contractor will distribute Save the Date communications to potential parties attending the conference. The distribution/invitee list includes, but is not limited to:
 - All UVM CME past participants for whom the Contractor has email addresses
 - All past exhibitors and vendors, including pharmaceutical companies for whom the Contractor has email addresses
 - All individuals who have inquired about any UVM CME primary care conferences in general, as well as the Blueprint for Health annual conference specifically, over the past two (2) years for whom the Contractor has email addresses

- All physicians and other health professionals who have referred patients to The University of Vermont Medical Center for whom the Contractor has email addresses
 - All physicians licensed in Vermont, including those licensed within the past year, for whom the Contractor has email addresses.
 - All UVM COMMDs and Medical employees with advanced degrees
- 4) The Contractor will provide breakfast, snacks, and lunches, if requested, for conference participants. The Contractor will provide a menu for these meals and an estimated cost associated with these meals to the State for approval. The Contractor agrees that meal/menu selections will be adjusted down if conference income is not as high as anticipated or if the State does not approve the cost associated with meals and snacks.
- 5) The State will choose the plenary speakers and theme for the conference by January 14, 2016, and the Contractor will make all arrangements for the speakers to attend. If airfare is required, airfare will be covered at coach rate. The Contractor will select the lodging for the speakers at a nearby hotel using a negotiated discount contract rate. By March 1, 2016, the Contractor will provide confirmation that the chosen speakers have been secured for the date and that the Contractor is in communication with the speakers about travel arrangements, preferably with final bookings in place.
- 6) By March 1, 2016, the State shall submit a final agenda to CME for approval. The Contractor shall review the State's submission for Continuing Education Units (CEUs) to ensure the conference meets requirements for nursing, social workers, licensed alcohol and drug abuse counselors, professional care managers, primary care physicians, and pharmacists. By March 8, 2016, the Contractor shall contact all interested parties with the final agenda of the conference and any other pertinent information.
- 7) By April 1, 2016, the Contractor will submit a proposed total conference budget to the State for approval.
- 8) The Contractor will advertise the conference by mailing the UVM College of Medicine Continuing Medical Education Schedule of Events 2016 to the Contractor's past participant list, which includes healthcare professionals. All programs listed on the schedule of events divide the cost of mailing equally. The UVM CME Annual Calendar shall be sent by mail to:
- All UVM CME past participants
 - All past exhibitors and vendors, including pharmaceutical companies
 - All individuals who have inquired about any UVM CME primary care conferences in general, as well as the Blueprint for Health annual conference specifically, over the past two (2) years
 - All physicians and other health professionals who have referred patients to The University of Vermont Medical Center for whom the Contractor has email addresses
 - All physicians licensed in Vermont, including those licensed within the past year, for whom the Contractor has email addresses.
 - All UVM College of Medicine MDs and Medical employees with advanced degrees

The Contractor shall seek the State's input as to other proposed methods for advertising the conference and receive approval from the State for any associated costs prior to proceeding.

- 9) The Contractor will review registration for the conference on April 1, 2016, and the Contractor will then report the number of registrants to the State on April 1, 2016. The State will determine if the number of individuals registered warrants holding the conference. If the State determines that there are not a sufficient number of registrants to hold the conference, the State will reimburse the Contractor their actual costs incurred through April 1, 2016, and the State will be liable for the cancellation fees assessed by the reserved venue/location.
- 10) The Contractor will collect:
 - a) Tuition/Registration fees
 - b) Donations
 - c) Commercial Support/Exhibitor Fees
 - d) Any other income
- 11) The Contractor will keep receipts for all funds collected while preparing for the conference. The Contractor will use the collected funds to pay for the conference prior to accessing contract funds. Registration fees for the conference are as follows:
 - \$80.00 for general admission
 - \$110.00 for RN's and other health care professionals requesting Continuing Education Credits (CECs), if available
 - \$160.00 for physicians requesting CMEs

The cost of Contact Hours and CMEs are to be paid for by the Contractor. Contact Hours and CMEs are awarded on an hour for hour basis. It is anticipated that a total of 60 healthcare professionals will request Contact Hours or CMEs. There are no restrictions regarding donations.

Non-profit exhibitors are charged a fee of \$375.00. For-profit exhibitors are charged a fee of \$675.00.
- 12) The Contractor will solicit conference evaluations from participants after the conference. A summarized report of the evaluations received by the Contractor will be due to the State no later than June 1, 2016.
- 13) A conference program and financial report is due to the State no later than August 15, 2016. The financial report should reconcile the approved budget and should indicate the total cost of the conference by including:
 - a) Contract funds
 - b) Tuition/registration fees
 - c) Donations
 - d) Commercial support
 - e) Exhibitor fees
 - f) Any other income.

The program report should address the numbered deliverables (1 through 12) above. The

conference program report shall include a detailed summary of the attendees, listing:

- i. Total number of attendees
- ii. Number of physician attendees and, of those, the number that requested CMEs
- iii. Number of RN attendees and, of those, the number that requested Continuing Education Units (CEUs)
- iv. Number of pharmacist attendees and, of those, the number that requested CEUs
- v. Number of social worker attendees and, of those, the number that requested CEUs
- vi. Number of licensed alcohol and drug abuse counselor attendees and, of those, the number that requested CEUs
- vii. Number of professional case manager attendees and, of those, the number that requested CEUs
- viii. Number of other allied health professional attendees and, of those, the number that requested CEUs

Contract Deliverables Timeline	
Initial meeting of the Contractor and the State to develop a project plan	November 30, 2015
The Contractor and the State shall collaborate to send participants "Save the Date" notifications	January 15, 2016
The Contractor will have a confirmed date and venue/location for the conference approved by the State.	January 14, 2016
The State will choose the plenary speakers and theme for the conference	January 14, 2016
The Contractor shall provide confirmation that the chosen speakers have been secured for the date and that the Contractor is in communication with the speakers about travel arrangements, preferably with final bookings in place.	March 1, 2016
The State shall submit a final agenda to UVM CME	March 1, 2016
The Contractor shall contact all interested parties with the final agenda of the conference and any pertinent related information, such as advertising materials agreed to by the State	March 8, 2016
The Contractor will submit a proposed total conference budget to the State for approval	April 1, 2016
The Contractor shall submit to the State confirmation of registration numbers for the conference. The State will determine if the number of individuals registered warrants holding the conference. If the State determines that there are not a sufficient number of registrants to hold the conference, the State will reimburse the Contractor their actual costs incurred through April 1, 2016, and the State will be liable for the	April 1, 2016

Contract Deliverables Timeline	
cancellation fees assessed by the reserved venue/location.	
The Contractor shall host the annual Blueprint for Health conference	TBD as approved by the State
The Contractor shall submit a summarized report of the conference evaluation and the post-conference survey to the State	June 1, 2016
The Contractor shall submit a conference program and financial report to the State	August 15, 2016

- 6. By deleting Attachment B (Payment Provisions) in its entirety starting on page 7 of 15 of the base agreement, and substituting in lieu thereof the following Attachment B:**

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, and payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, rates for services performed, and any additional reimbursements are included in this attachment. The following provisions specifying payments are:

1. A conference program and financial report is due to the State no later than August 15, 2016. The program report should address all numbered deliverables in Attachment A as well as the number of final attendees. The financial report should reconcile the approved budget and should indicate the total cost of the conference by including:
 - a) Contract funds
 - b) Tuition/registration fees
 - c) Donations
 - d) Commercial support
 - e) Exhibitor fees
 - f) Any other income.
2. Upon receipt and acceptance of the conference program report, financial report, and invoice, the State will provide payment for actual expenses up to \$18,000.00 for services performed between September 1, 2015 and August 15, 2016.
3. Invoices and reports must include dates of service, a unique invoice number and should reference this contract number.
4. Deliverables and reports should be submitted electronically to:

Miki Hazard

Miki.Hazard@vermont.gov

An electronic copy of all reports and invoices with original signatures should be sent to:

Natalie Elvidge

Natalie.Elvidge@vermont.gov

5. No benefits or insurance will be reimbursed by the State.
6. The total maximum amount payable under this contract shall not exceed \$32,000.00.

Approved Budget for October 29, 2014 to August 30, 2015:

OPERATING	
Conference Preparation Deliverables	\$14,000
TOTAL CONTRACT AMOUNT	\$14,000

Approved Budget for September 1, 2015 to October 31, 2016:

OPERATING	
Conference Preparation Deliverables	\$18,000
TOTAL CONTRACT AMOUNT	\$18,000

7. By deleting Attachment C (Standard State Provisions for Contracts) in its entirety starting on page 8 of 15 of the base agreement, and substituting in lieu thereof the following Attachment C beginning on page 8 of this amendment:

This amendment consists of 13 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#27676) dated October 29, 2014 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR

UNIVERSITY OF VERMONT

STEVEN COSTANTINO, COMMISSIONER DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Steven.Costantino@state.vt.us

AHS/DVHA

JENNIFER GAGNON, DIRECTOR
OR SUDHA RAMASWAMI
SPONSORED PROGRAM ADMINISTRATION
University of Vermont
Phone: 802-656-3360
Email: Jennifer.Gagnon@uvm.edu
Email: sudha.ramaswami@uvm.edu
CONTRACTOR

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the

Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ N/A per occurrence, and \$ N/A aggregate.

8. **Reliance by the State on Representations**: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit**: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a

Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or

- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

AHS -State of Vermont – Attachment C_3-1-2015_rev

